

## The complaint

Ms G has complained because Accredited Insurance (Europe) Ltd declined her buildings insurance claim.

## What happened

Ms G made a claim on her buildings insurance policy because part of the chimney was blown off the roof. Accredited declined the claim because it didn't think the damage was caused by storm – it didn't think there was a storm and it felt the high winds highlighted an existing problem with the chimney (deterioration of the mortar).

Our investigator didn't think the complaint should be upheld – essentially for the same reasons given by Accredited. Ms G disagreed with our investigator's conclusion and asked for an ombudsman to review the matter. She said local media reported that 60mph winds had hit the area and trees had blown over. She also questioned how Accredited could conclude that the chimney was in a poor repair as it hadn't seen it until after the damage had occurred. She felt if the mortar was in poor condition more of the chimney would have blown off the roof in the weeks before repairs were completed.

## What I provisionally decided – and why

I issued a provisional decision that explained why I wasn't minded to uphold the complaint. The relevant parts of my provisional decision are outlined below and form part of my final decision.

- Ms G's policy provided cover for damage caused to her home by a range of insured events (commonly referred to as insured perils). These included fire, flood, theft and storm. Storm was the relevant insured event in this case.
- In deciding this type of complaint I consider three questions:
  - was there a storm on or shortly before the date the damage is said to have occurred?
  - was the damage typical of storm damage?
  - was the storm the main (or dominant) cause of the damage?
- If the answer to all three questions was 'yes' I would likely conclude that the claim should be covered by the policy and that Accredited's decision to decline it was unfair. If the answer to one of the questions was 'no' I would likely conclude that the claim wasn't covered and that the decision to decline it was fair.

### *Was there a storm?*

- 'Storm' was defined in the policy as *"A period of violent weather defined as ... a gale Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55mph"*. This definition was therefore important in determining whether storm conditions were present.

- The weather report Accredited provided us said the maximum wind speed was 47mph. The report our investigator looked at said the peak gust was 48mph. The report I referred to used virtual weather station technology to estimate wind speeds within 700m of a location. That showed an estimated maximum wind gust of 52mph within a mile of Ms G's home at 5:00am (which happened to be the same time that Ms G said she was woken up by the falling chimney). So, none of the weather records showed the wind speed reaching the level required to fall within the policy definition of storm.
- There was other evidence available though. Local media reported trees being uprooted; and the weather conditions were significant enough to be a named storm.
- Overall, while the policy definition drew a line in the sand regarding what was storm and what wasn't, the recorded wind speeds weren't far short of the policy definition and they were in the region of what I generally consider storm to be when it's not defined in the policy. I also thought it was significant that trees were uprooted and, more importantly, that this was a named storm (albeit the main weather warnings were in a different part of the country to where Ms G lived). Accordingly, I thought it was fair to conclude that there were most likely storm conditions present when the damage occurred.

*Was the damage typical of storm?*

- A chimney blown off the roof was damage I thought was typical of what a storm might cause.

*Was the storm the main/dominant cause of the damage?*

- I thought the outcome of the complaint turned on this issue – did the storm cause of the chimney to blow off the roof or did it, as Accredited argued, simply highlight an existing problem with the mortar.
- The report provided by the surveyor who visited Ms G's property said the claim should be declined as the damage was caused by general wear and tear. He also provided photos of the chimney.
- Accredited's inhouse surveyor reviewed the photos and what the original surveyor had said. He said there had been extensive mortar degradation to the main chimney stack. He also said the mortar deterioration was due to continued exposure to the elements.
- I didn't find the original surveyor's opinion credible or persuasive because he just said the damage was due to wear and tear without any further explanation.
- The photos were taken of the chimney after part of it had been blown off the roof. However a significant part of the chimney remained in place after the storm. So I thought the photos gave a fair indication of the condition of the chimney in its entirety prior to the storm. The photos showed several areas of the chimney where the mortar was either missing or had degraded. I therefore thought it was fair to conclude that the area of the chimney that was blown off the roof most likely had similar areas of missing or degraded mortar.
- It might of course have been that the missing/degraded mortar shown in the photos was only in that condition because of the high winds a few days before. I considered that unlikely though. In my view, missing or degraded mortar wasn't something typically caused by a one-off occurrence of high winds – the breaking down/weakening of mortar

usually happens over a period of time due to constant exposure to the elements. So the high winds usually highlight an inherent problem with the mortar and is the 'final straw' that leads to it coming away.

- On that basis I found the inhouse surveyor's opinion credible and persuasive. He explained what the issue was (mortar degradation), its likely cause (exposure to the elements overtime) and it was supported by the photographic evidence. I therefore thought Accredited was entitled to rely on the inhouse surveyor's opinion when determining that the main cause of the damage wasn't storm.

#### *Ms G's points*

- Ms G referred to her roofing contractor saying the damage was caused by the storm. She also referred to the invoice, which said "Storm damaged roof". I didn't find this persuasive. Similar to what I'd said about the original surveyor's opinion, the contractor had simply said the roof was damaged by storm without any further comment.
- Ms G also said the remaining part of the chimney stayed in situ in the four or so weeks between the storm and the repairs. She felt if the mortar had deteriorated as alleged by Accredited more of the chimney would have blown down during this period.
- I could see how an argument could be formed that a chimney with pre-existing mortar deterioration in a further weakened state following a storm could be susceptible to further damage caused by high winds. However, my role was to decide if Accredited treated Ms G fairly when it declined the claim based on the evidence available. In that regard I'd explained why I thought Accredited was entitled to rely on the inhouse surveyor's opinion about the cause of damage. I didn't think the argument about later events changed that. It was also the case that according to the weather records I looked at the winds in the following weeks weren't as strong as those on the day the damage was caused.

#### *Summary*

- For the reasons outlined above, I concluded that Accredited acted fairly in declining the claim. This was because it hadn't been sufficiently shown that the storm was the dominant cause of the damage.

#### **Responses to my provisional decision**

Accredited accepted my provisional decision. I didn't hear anything further from Ms G.

#### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As there is nothing further for me to consider my final decision remains as outlined in my provisional decision, for the same reasons.

#### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 31 October 2025.

Paul Daniel  
**Ombudsman**